

# EXHIBIT 5

MA - Middlesex (S. Dist)



2016 00163328

Bk: 68027 Pg: 128 Doc: PA  
 Page: 1 of 3 09/16/2016 10:09 AM

After Recorded Return To: I  
 Orion Financial Group, Inc. I  
 2860 Exchange Blvd, Suite 100 I  
 Southlake, TX 76092 I  
 Attention: Mike Wileman I

### LIMITED POWER OF ATTORNEY

#### KNOW ALL PERSONS BY THESE PRESENTS:

THAT, BANK OF AMERICA, N.A. ("Seller")<sup>1</sup>, a national banking association located at 1800 Tapo Canyon Rd., Simi Valley, CA, 93063, by these presents does hereby make, constitute, and appoint Orion Financial Group, Inc. ("Orion"), a Texas corporation located at 2860 Exchange Blvd., Suite 100, Southlake, TX 76092, to be Seller's true and lawful attorney-in-fact, and hereby grants Orion authority and power to take, through its duly authorized officers, the Actions (as such term is defined herein) in Seller's name, place, and stead. This limited power of attorney ("Limited Power of Attorney") is given in connection with, and relates solely to, that certain Mortgage Loan Purchase and Interim Servicing Agreements dated March 30, 2016, between Seller, certain affiliates of Seller, and MFA Financial, Inc. ("Purchaser"), under the terms of which Seller sold to Purchaser certain mortgage loans (such loans, the "Loans").<sup>2</sup> Each of the Loans comprises a promissory note evidencing a right to payment and performance secured by a security interest or other lien on real property evidenced by one or more mortgages, deeds of trust, deeds to secure debt, or other forms of security instruments (each, a "Mortgage"). The parties agree that this Limited Power of Attorney is coupled with an interest.

As used above, the term "Actions" shall mean and be limited to the following acts, in each case only with respect to one or another of the Loans and only as mandated or permitted by federal, state or local laws or other legal requirements or restrictions:

1. Execute or file assignments of mortgages, or of any beneficial interest in a Mortgage;
2. Execute or file reconveyances, deeds of reconveyance or releases or satisfactions of

<sup>1</sup> For the avoidance of doubt, this Limited Power of Attorney is intended to cover Actions, as such term is defined herein, taken in the name of: Bank of America, N.A.; Bank of America, N.A., successor by merger to BAC Home Loans Servicing, LP, formerly known as Countrywide Home Loans Servicing, LP; Bank of America, N.A., successor by merger to NationsBank Mortgage Corporation; Bank of America, N.A., successor by merger to Fleet National Bank; Bank of America, N.A., formerly known as Bank of America National Trust and Savings Association, successor by merger to Bank of America New Mexico, N.A.; Bank of America, N.A., successor by merger to NationsBank, N.A.; Bank of America, N.A., successor by merger to Countrywide Bank, N.A.; Bank of America, N.A., successor by merger to Countrywide Bank, N.A., formerly known as Countrywide Bank, FSB; or Bank of America, N.A., successor by merger to Countrywide Bank, N.A., formerly known as Treasury Bank, N.A.

<sup>2</sup> Orion is a third-party vendor of MFA Financial, Inc., the purchaser of the Loans.

LIMITED POWER OF ATTORNEY TO ORION FINANCIAL GROUP, INC.

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- 6. mortgage or similar instruments releasing the lien of a Mortgage;
- 3. Correct or otherwise remedy any errors or deficiencies contained in any transfer or reconveyance documents provided or prepared by Seller or a prior transferor, including, but not limited to note indorsements;
- 4. Indorse all checks, drafts and/or other negotiable instruments made payable to Seller as payments by borrowers in connection with the Loans;
- 5. Execute or file quitclaim deeds or, only where necessary and appropriate, special warranty deeds or other deeds causing the transfer of title to Orion or a third party, in respect of property acquired through a foreclosure or deed-in-lieu of foreclosure ("REO Property");
- 6. Execute and deliver documentation with respect to the marketing and sale of REO Property, including, without limitation: listing agreements; purchase and sale agreements; escrow instructions; HUD-1 settlement statements; and any other document necessary to effect the transfer of REO Property;
- 7. Execute or file any documents necessary and appropriate to substitute the creditor or foreclosing party in a bankruptcy or foreclosure proceeding in respect of any of the Loans;

*provided, however*, that nothing herein shall permit Orion to commence, continue, or otherwise prosecute or pursue any foreclosure proceedings in the name of Seller. All indorsements executed pursuant to this Limited Power of Attorney shall contain the words "without recourse," and unless the law requires otherwise, all other documents of transfer executed pursuant to this Limited Power of Attorney shall contain the following sentence: "This [*insert document title*] is made without recourse to or against [*insert name of entity in whose name the Action is taken*] or Bank of America, N.A., and without representation or warranty, express or implied, by [*insert name of entity in whose name the Action is taken*] or Bank of America, N.A."

With respect to the Actions, Seller gives to said attorney-in-fact full power and authority to execute such instruments and to do and perform all and every act and thing requisite, necessary and proper to carry into effect the power or powers granted by or under this Limited Power of Attorney as fully, to all intents and purposes, as the undersigned might or could do, and hereby does ratify and confirm all that said attorney-in-fact shall lawfully do or cause to be done by authority hereof.

Nothing contained herein shall be construed to grant Orion the power to (i) initiate or defend any suit, litigation, or proceeding in the name of Seller or be construed to create a duty of Seller to initiate or defend any suit, litigation, or proceeding in the name of Purchaser or Orion, (ii) incur or agree to any liability or obligation in the name of or on behalf of Seller, or (iii) execute any document or take any action on behalf of, or in the name, place, or stead of, Seller, except as provided herein. This Limited Power of Attorney is entered into and shall be governed by the laws of the State of New York without regard to conflicts of law principles of such state.

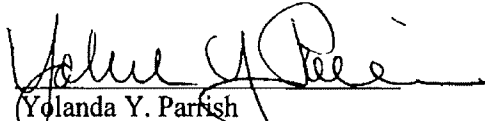
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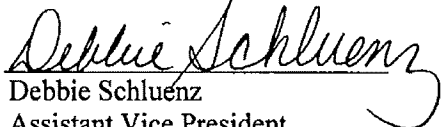
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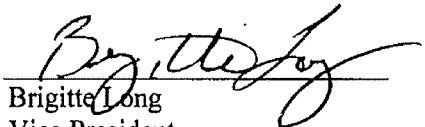
THIS INSTRUMENT PREPARED BY AMIE ELDRED 7315 S DURANGO DRIVE, LAS VEGAS, NV 89113

IN WITNESS WHEREOF, Bank of America, N.A. has executed this Limited Power of Attorney this 14<sup>th</sup> day of April 2016

**BANK OF AMERICA, N.A.**

By:   
Name: Yolanda Y. Parrish  
Title: Senior Vice President

Witness:   
Name: Debbie Schluenz  
Title: Assistant Vice President

Witness:   
Name: Brigitte Long  
Title: Vice President

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA :  
: ss.  
VENTURA COUNTY :

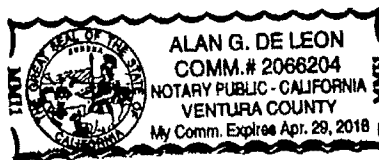
On April 14, 2016, before me, Alan G. De Leon, Notary Public, personally appeared Yolanda Y. Parrish, Senior Vice President of Bank of America, N.A., a national banking association, on behalf of said national association, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her authorized capacity, and that by her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Notary Public Name: Alan G. De Leon  
My commission expires: April 29, 2018



LIMITED POWER OF ATTORNEY TO ORION FINANCIAL GROUP, INC.

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